

60770 US

Customer No.: 33401

Attorney Docket No. 72691-014

POWER OF ATTORNEY FROM ASSIGNEE

Societe Europeenne De Brevets Automobiles, a French corporation, having a place of business at Societe de droit francais, 127, rue Amelot, 75011 Paris, France, (Assignee) is assignee of the entire right, title and interest for the United States of America (as defined in 35 U.S.C. §100), by reason of an Assignment to the Assignee executed on Oct. 11, 2005, an invention known as "Protective Device for Objects Placed Inside Rear Boot of a Motor Vehicle", filed on January 19, 2005, Application No. 10/521,834, which is disclosed and claimed in a patent application of the same title by the inventors, Guillez et al.

The Assignee hereby appoints the registered practitioners of the law firm McDermott Will & Emery LLP, included in the Customer Number provided below, with full power of substitution and revocation, to prosecute this application and any continuation, divisional, continuation-in-part, reissue, or reexam application thereof, and any international application under the Patent Cooperation Treaty based on it, and to transact all business in the U.S. Patent and Trademark Office connected therewith.

CUSTOMER NUMBER 33401

The assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

The authority under this Power of Attorney of each person named above shall automatically terminate and be revoked upon such person ceasing to be a member or associate of or of counsel to that law firm.

Please direct all future correspondence to:

Attn: Daphne L. Burton
Registration No.: 45,323
MCDERMOTT WILL & EMERY LLP
2049 Century Park East, 34th Floor
Los Angeles, California 90067
Telephone: 310.277.4110

For: Societe Europeenne De Brevets Automobiles

Signature:

By:

Title:

Guy HORNICK

Thierry FLEMING

Directors of GAMMA SA, sole director of SEBA SAS

Date:

11/10/2005

Attorney Docket No. 72691-014

Customer No. 33401

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS: Heuliez, a French corporation (ASSIGNOR), having a place of business at 7, rue Louis Heuliez, BP 70209, 79142 Cerizay Cedex, France, (hereinafter referred to as Assignor), have been assigned a certain invention entitled:

PROTECTIVE DEVICE FOR OBJECTS PLACED INSIDE THE REAR BOOT OF A MOTOR VEHICLE for which application for Letters Patent in the United States was filed on January 19, 2005,

under Application No. 10/521,834, executed on even date herewith; and

WHEREAS, Societe Europeenne De Brevets Automobiles, a French corporation, having a place of business at Societe de droit francais, 127, rue Amelot, 75011 Paris, France (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as the Application), and the invention disclosed therein (hereinafter referred to as the Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignor, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as the Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignor hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignor shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

LAS99 1406670-1.072691.0014

Attorney Docket No. 72691-014

Customer No. 33401

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, their respective heirs, legal representatives and assigns.

4. Said Assignor hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignor have executed and delivered this instrument to said Assignee on the dates indicated below.

Dated: 11/10/05Witnessed By: SM

signature
name: BERTRAND Gilbert
address: 6 Rue du Bidart
22680 Etanville
FRANCE

HEULIEZ

By: [Signature]
Name: QUEVEAU Paul
Title: PRESIDENT AND CEO

Witnessed By:

signature
name: DELAIRE Alain
address: 2, rue de la Hakeu
79140-CERIS